



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

August 14, 2009

Addendum No. 1

WBS#: Various

Counties: Bertie, Camden, Chowan, Currituck, Dare, Gates, Hertford, Hyde, Martin,
Northampton, Pasquotank, Perquimans, Tyrrell & Washington

Description: Guardrail, Cable Guiderail, and Bridge End Mowing/Weedeating

To Whom It May Concern:

Reference is made to the contract proposal previously furnished for this project.

The following revision has been made to the proposal:

On Page No. 1, the Provision "Purchase Order Contract Prequalification" has been deleted. Please void the original Page No. 1 in your proposal and staple the revised Page No. 1 thereto.

The Table of Contents has been revised to reflect this change. Please void to Table of Contents in your proposal and staple the revised Table of Contents thereto.

Sincerely,

A handwritten signature in dark ink, appearing to read "W. B. Hobbs".

W. B. Hobbs, PE
Division Project Manager

WBH

Attachments

cc: J. D. Jennings, PE
P. P. Mansfield

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STANDARD PROVISIONS

GENERAL

This project is for mowing/weed-eating guardrail, cable guiderail, and bridge ends on primary routes in Division One.

All work and materials shall be in accordance with the provisions of the General Guidelines and the Project Special Provisions of this contract, the North Carolina Department of Transportation Standard Specifications for Roads and Structures 2006, the North Carolina Department of Transportation Roadway Standard Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications for Roads and Structures 2006.

SMALL BUSINESS ENTERPRISE PROGRAM

To be eligible to bid on a project advertised under the Small Business Enterprise (SBE) Program, a business must have an annual gross income of \$1,500,000 or less, excluding materials. Bidders must be certified as an SBE contractor prior to bidding on an SBE project. Certification requirements may be found at: <http://www.ncdot.org/business/ocs/sbe/> SBE contracts are limited to \$500,000.

PERFORMANCE GUARANTEE

For the first year of this contract, the Contractor agrees to invoice the Contracting Agency seven (7%) per cent less than the amount of the cycle compensation. The Performance Guarantee will not be deducted for extensions and will be refunded without interest, pending the project site review, by the Contracting Agency at the end of the initial agreement unless an extension has been effected in which case the Performance Guarantee will be refunded at the completion of any extension agreement. In cases of default, this amount will be used to obtain these services from another source.

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division One, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

The Engineer will decide all questions, which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions, which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.